

EXHIBIT B

WORK FOR HIRE AGREEMENT

This Agreement is made *as of* the 1st day of January, 2010, by and between Alan Tansey (“Photographer”) and KGBL MFG Inc. (“KGBL”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to (Licensing) Terms.

This Work for Hire Agreement and its terms hereby amends and it intended to supersede all previous or subsequent agreements concerning rights in and to any and all photographs taken by Photographer for and at the request of KGBL, including without limitation any and all Photographs used by KGBL on its website, in its marketing and/or promotional materials or otherwise.

2. Title and Copyright Assignment

- (a) Photographer and KGBL intend this to be a contract for services and each considers the products and results of the services to be rendered as more fully described below (the “Works”) to be works made for hire by Photographer for the exclusive benefit and ownership by KGBL. Photographer acknowledges and agrees that the Works (and all rights therein, including, without limitation, all copyright and goodwill) belong to and shall be the sole and exclusive property of KGBL.
- (b) Photographer shall maintain the right and limited non-exclusive license to use any and all of the Photographs on Photographer’s personal and/or business website for his own promotional use only (the “License”).
- (c) If for any reason the Works would not be considered works made for hire under applicable law, Photographer does hereby sell, assign, and transfer to KGBL, its successors and assigns, the entire right, title and interest in and to the copyrights in the Works and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Works or any part thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- (d) Photographer agrees to execute all papers and to perform such other proper acts as KGBL may deem necessary to secure for KGBL or its designee the rights herein assigned.
- (e) For the avoidance of doubt, Photographer hereby grants to KGBL the exclusive right to purchase any and all photographs that may be deemed to have been created separate and apart from this Work For Hire Agreement.

3. Description of the Works

All of the writings, designs, drawings and all other results and products of Photographer’s services, including without limitation all photographs, negative, outtakes, re-touched images, modified images, writings, artistic and design services, that have been or will be taken or performed by Photographer at the

request or on behalf of the KGBL, including, without limitation, the Works attached hereto whether created before or after the execution date. For the sake of clarity, this Agreement shall also cover any and all photographs taken by Photographer for KGBL and used on the KGBL products, packaging, website, and marketing.

4. Photographer's Warranty

Photographer warrants that he has the full power and authority to make this Agreement; that the Works do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Photographer will defend, indemnify, and hold harmless KGBL and/or its licensees against all claims, suits, costs, damages, and expenses that KGBL and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Works or any infringement or violation by the Works of any copyright or other property right.

5. Construction, Binding Effect, and Assignment

This Agreement shall be construed and interpreted according to the laws of the State of New York and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Photographer and to KGBL shall include their heirs, successors, assigns, and personal representatives.


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

PHOTOGRAPHER

By:  _____

Name: Alan Tansey

KGBL MFG INC.

By:  _____

Name: Christiaan Bunce

Its: _____